

MEMORANDUM

TO: Central Office, Regional Centers, DSN Boards and Contracted Service Providers

FROM: Kathi K. Lacy *Kathi K. Lacy*
Associate State Director, Policy

RE: 300-05-DD Directive

DATE: July 21, 2009

The South Carolina Department of Disabilities and Special Needs (DDSN) recently circulated Departmental Directive 300-05-DD for comment with an effective date of July 1, 2009. Please reference the table below for the number, name and status of the directive which is now published on DDSN's website at www.ddsn.sc.gov

Reference #	Directive Title	Status	Applicability
300-05-DD	Administrative Directive Community Residence Maintenance Management Contract Requirements	Revised	Central Office, Regional Centers, DSN Boards and Contracted Service Providers

Please be aware of the following important areas of change or reemphasis:

The directive has been reviewed by staff and no changes to body of the directive have been made.

If you have any questions please email me at twaring@ddsn.sc.gov or call 803-898-9792.

Reference Number: 300-05-DD

Title of Document: Administrative Directive Community Residence Maintenance Management Contract Requirements

Date of Issue: February 8, 1990
Effective Date: February 8, 1990
Reviewed Date: March 23, 1992
Last Review Date: July 1, 2009 **“NO REVISIONS”**
Date of Last Revision: July 1, 2009
Applicability: All DDSN “State Owned” Licensed Facilities

1. Purpose

The subject of maintenance for Department owned and leased community residences has been reviewed and it is the policy of SCDDSN to enlist assistance of providers to perform routine maintenance locally with less reliance on regional centers. It is also the policy of SCDDSN to ensure the structural soundness of facilities; ensure cost effective preventive maintenance on residences; reduce the burden on regional center staff for maintenance of facilities at various locations throughout the district; and ensure that facilities promote health, safety, and welfare of consumers.

To achieve the goals stated above, the Department and provider shall divide responsibilities for maintenance, repairs, and replacement as follows:

2. Procedure

A. The SCDDSN agrees to provide and fund the following:

1. Preventive maintenance/repair of the fire alarm system and on all fixed equipment including the water heater, dishwasher, and heating/ventilation and air conditioning through annual maintenance/service contracts. The regional center will be responsible to award contracts for maintenance service work.
 2. Replacement of all fixed equipment including water heater, dishwasher, automatic door opener, heating/ventilation and air conditioning;
 3. Roofing repairs and replacement;
 4. Exterior door and window repair/replacement when damage is covered by insurance;
 5. Replacement and repair of all items covered under the insurance policy of SCDDSN;
 6. Fire alarm inspection and certification of the sprinkler system;
 7. Maintenance of termite bond and protection;
 8. Annual inspection of residences;
 9. Adequate funding in the management contract budget to cover items listed below as provider responsibilities.
 10. The provider should contact the regional center office on any of the above issues.
- B. Providers will be responsible for all routine interior and exterior maintenance of residences. These costs will be included in the providers' budget for the residences. The provider shall:
1. Take all reasonable actions to safeguard the facility and fixed asset items (FAS), shown on the attachment to the management contract, from theft, destruction, or loss of any kind. (The SCDDSN will carry insurance on the facility and Department owned furnishings, for hazard and loss protection.)
 2. Maintain the premises and fixed assets items in good order and in substantially the same condition as received, excepting reasonable wear-and-tear and damage by fire or other causality over which the contractor has no control as follows:

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- a. maintenance of all appliances including the washer, dishwasher, dryer, refrigerator, stove, freezer, and ice machine as applicable;
- b. All interior and exterior caulking and painting on a recommended frequency of once every three years or on an as-needed basis;
- c. repair/replacement of all interior doors, door frames, floor coverings, cabinets and counter tops, tile work, and ceilings (unless damaged by water leaks);
- d. replacement of light switches, lighting fixtures, emergency light batteries, and electrical receptacles (to be done by licensed electrician using same quality materials);
- e. watering, pruning, and fertilizing of landscaping including replacement of shrubbery, as required;
- f. mowing of grassed area;
- g. regular cleaning and maintenance of rain gutters and diverters;
- h. installation and maintenance of television antennas and/or cable;
- i. installation and maintenance of door exit alarms;
- j. maintenance and repair of water-line leaks and leaky fixtures;
- k. maintenance and repair of sewer-line blockage;
- l. replacement of window sash/screen, if broken, by accident, by client or staff and not otherwise covered by insurance;
- m. maintenance and upkeep of outdoor equipment such as basketball goal.

C. In addition, the provider agrees to the following in regard to any fixed assets items associated with the residence:

- 1. keep accurate records, as required by SCDDSN, for the maintenance and accountability of the building and fixed assets items and inform SCDDSN promptly of any lost, stolen, or damaged fixed assets items or of any damage to the building or permanent fixtures;

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2. return or arrange for the return of fixed assets items that are mutually agreed by SCDDSN and the Provider to be beyond repair or to be no longer required for the operation of the community residence and refrain from removing any fixed assets items from the residence without the approval of SCDDSN;
 3. replace any fixed assets items returned to SCDDSN and include the expense as part of the cost of operation of the community residence under the management contract; consistent with federal regulations and generally accepted accounting principles;
- D. The provider further agrees to indemnify SCDDSN from any liability from the use or possession of any fixed assets items and of the building and permanent fixtures.
- E. The provider shall make no modification, renovation, or alteration to the facility without express written authority from Engineering and Planning section of SCDDSN. Types of alterations would include but not be limited to: dividing or opening rooms by adding or removing interior walls; cutting new door/window openings; in-filling existing door/window openings; cutting existing doors; removing door closers; modifying the fire alarm system, etc.
- F. It is also the intent of this policy that the provider shall assist the SCDDSN in the procurement of annual maintenance contracts. The provider shall assist in acquiring proposals and forwarding them to SCDDSN District Office for award of contract. The maintenance/service contract specifications shall be generated by SCDDSN Engineering and Planning and shall basically consist of items outlined in paragraph "A" above.

Robert W. Barfield
Deputy State Director Administration
(Originator)

Eugene A. Laurent, Ph.D.
State Director
(Approved)